



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control
Administrative Office
5898 Cherry Avenue
Long Beach, California 90805
(562) 728-4610 • Fax (562) 422-3408
<http://animalcare.lacounty.gov>



August 19, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 August 19, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**CONTRACT CITY AGREEMENT/RENEWAL PROCESS
FOR THE CITY OF THOUSAND OAKS
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

SUBJECT

The County of Los Angeles Department of Animal Care and Control seeks Board approval of the Joint Exercise of Powers Agreement (Enclosure A) effective July 1, 2014, through June 30, 2019, with the City of Thousand Oaks and authority to execute the agreement and make requested annual changes in service levels.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the Joint Exercise of Powers Agreement;
2. Authorize the Director of Animal Care and Control to execute the new Joint Exercise of Powers Agreement with the City of Thousand Oaks for a period not to exceed five (5) years; and
3. Authorize the Director of Animal Care and Control to annually amend the Service Level Request of the Joint Exercise of Powers Agreement during the contract term to adjust or confirm desired service levels with the City of Thousand Oaks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City-County Municipal Services Agreement (Enclosure B) expired on June 30, 2014. Because the City of Thousand Oaks (City) is in Ventura County, County Counsel has recommended a Joint Exercise of Powers Agreement (JPA), rather than a standard service agreement, to establish the

relationship between the County of Los Angeles (County) and the City. This is in accordance with California Government Code requirements applicable to the County's ability to contract for services with a governmental entity outside the boundaries of Los Angeles County.

The expired agreement with the City was not a JPA but the substantive language in the proposed JPA is similar to the previous agreements. The significant changes relate to indemnity and insurance, that were drafted by the CEO, Risk Management, in conjunction with County Counsel. In addition, an annual confirmation process is proposed to confirm or modify each service level selected by the City by the completion of an annual Service Level Request. The Service Level Request provides a method to request dedicated field resources and other services to most effectively meet the particular needs of their community. The County Department of Animal Care and Control (Department) will benefit from this advance planning process through an improved ability to deploy stable staffing resources.

The JPA provides the City with animal control services from July 1, 2014, through June 30, 2019. The current standard agreement expired on June 30, 2014.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness, by maximizing the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

This recommended action will have no direct fiscal impact. The City reimburses the Department monthly for services rendered. The City shall pay the Department for the services in prevailing billing rates as determined by the County's Auditor-Controller for each fiscal year. The City is aware that rates are renewed at the beginning of every fiscal year as determined by the County's Auditor-Controller and stated in the JPA. The contract city rates are calculated by the Auditor-Controller pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by your Board. If this recommended action is approved, the Department will systematically renew the agreement with the City during the performance period. The City may opt to fund additional services either annually during the completion of the service level agreement or during the term of the agreement through an amendment of the existing service level agreement form. Any additional positions required to meet supplementary service requests would be fully offset by an increase in the city revenue. No additional Net County Cost is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sample JPA has been approved as to form by County Counsel. The JPA with the City contains standard language related to contract authorization, administration, deployment of personnel, term, performance, indemnification, termination, and payment for services. The term of the JPA will not exceed five (5) years.

The Services Level Request (Enclosure C) to the sample JPA outlines the city's service level. The Director of Animal Care and Control shall execute the agreement with the City and implement an annual process to confirm or modify desired service levels. As noted above, rates are calculated by the Auditor-Controller in accordance with Government Code Section 51350 and the policies and procedures adopted by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

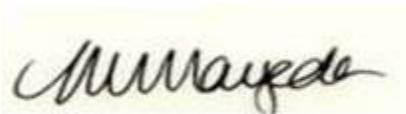
The City is generally billed on an hourly basis for field, license enforcement, and other specialized services. Shelter services are billed based on the animals impounded from within the City's jurisdiction. The City is under no obligation to select defined field service levels and may opt to continue to be billed on an hourly basis for all required services on an "as-needed/delivered" basis. The proposed service level determination process will provide the City with additional flexibility in determining preferred service levels.

The Department will only agree to provide enhanced defined field service levels for the City if existing additional resources are available to provide such service. The level of services provided to the County's unincorporated communities will not be adversely affected as a result of any long-term service level enhancements provided to the City. Response data will continue to be used to monitor the impact in service level changes.

CONCLUSION

Please return one adopted copy of this letter to the Department of Animal Care and Control.

Respectfully submitted,



MARCIA MAYEDA

Director

MM:BW:WD:rm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office
Auditor-Controller

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF THOUSAND OAKS RELATING TO ANIMAL CARE AND CONTROL SERVICES

This Agreement ("Agreement") is made between the COUNTY OF LOS ANGELES, a subdivision of the State of California (hereinafter referred to as "County") and the CITY OF THOUSAND OAKS, a municipal corporation of the State of California (hereinafter referred to as "City"),

RECITALS

WHEREAS, the City and County are charged with the duty of providing Animal Care and Control Services within their respective territorial boundaries; and

WHEREAS, the City is desirous of entering into an agreement with the County to provide Animal Care and Control Services to the City within the City's territorial boundaries through the County's Director of the Department of Animal Care and Control (hereafter referred to as "Director");

WHEREAS, the County is desirous of entering into an agreement to render such Animal Care and Control Services under the terms and conditions as hereinafter set forth; and

WHEREAS, such agreements are authorized and provided for by the provisions of 56 3/4 of the Los Angeles County Charter and the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code relating to the joint exercise of powers common to public agencies;

NOW, THEREFORE, City and County, for and in consideration of the mutual benefits, promises and agreements set forth herein, do agree to exercise their common powers relating to the provisions of animal care and control services to City as follows:

Section 1. SERVICES. The County agrees through its Department of Animal Care and Control, to provide animal control services within the incorporated limits of the City to the extent and in the manner set forth herein.

Except as otherwise provided herein, such services shall be limited to the duties and functions of the type customarily rendered by the County's Department of Animal Care and Control under the Charter of said County and the statues of the State. The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto and under the Thousand Oaks Municipal Code provisions required to be enforced under Attachment A to this Agreement and except as otherwise agreed to by the parties in the attached Service Level Request

The rendition of such services, the standard of performance and other matters incidental to the performance of such services, and the control of personnel so employed shall remain with the County. In the event of a dispute between the parties to this contract as to the duties and functions to be rendered, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination shall be made by both the County the City. The County shall have final and conclusive determination of any unresolved dispute.

Section 2. AUTHORIZATION FOR SERVICE. The City hereby authorizes the County to enforce all laws identified in Section 1 within the City limits and on behalf of the City. To facilitate the performance of said functions, it is agreed that the County shall have full cooperation and assistance from the City, its officers, agents and employees. The City agrees to complete a Service Level Request form annually (Attachment A); and the level of service to be provided and contract sum shall be signed

and authorized by the City and the County Department of Animal Care and Control designee and shall be attached to this contract as an attachment.

The City may request a change in the level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control and attached to this contract as an amendment to the level of service and the contract sum.

The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

Section 3. SUPPLIES. For the purpose of performing said functions, the County shall furnish and supply all labor, supervisors, equipment and supplies necessary to maintain the level of service to be rendered hereunder.

Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, which are not required in ordinary routine work, which include but are not limited to the following: special supplies, stationery, notices, forms and the like must be issued in the name of said City, the same shall be supplied by said City at its own cost and expense.

Section 4. STATUS OF EMPLOYEES. All persons employed in the performance of such services and functions for the City shall be County employees and no City employee as such shall be taken over by said County, and no person employed

hereunder shall have any City pension, civil services, or any status or right relating to City employee benefits.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or agent of said City while performing services for said City, which services are within the scope of this Agreement and are purely municipal functions.

Section 5. EMPLOYEE SALARIES. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for said County or any liability other than that provided for by this Agreement.

Section 6. INDEMNIFICATION. The City of Thousand Oaks shall indemnify, defend and hold harmless the County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City of Thousand Oaks, its officials, officers, employees and agents. The County shall indemnify, defend and hold harmless the City of Thousand Oaks, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are

caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents or employees.

Section 7. INSURANCE

During the term of this Agreement, the County shall carry workers' compensation coverage as required by law. The County is permissibly self-insured for worker's compensation coverage under the laws of the state of California. Also during the term of this Agreement, County shall maintain a program of commercial insurance coverage as described below ("Required Insurance"). All Required Insurance, except for worker's compensation coverage as set forth above, shall be issued by a financially responsible company or companies authorized to do business in the State of California. The City of Thousand Oaks shall reimburse the County for the cost of required policies in accordance with Section 10 of this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Thousand Oaks for liabilities which may arise from or relate to this Agreement.

Required Insurance:

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming City of Thousand Oaks, officers, elected officials, employees, and its agents as an additional insured, with limits of not less than:

General Aggregate: \$ 2 million

Products/Completed Operations Aggregate: \$ 1 million

Personal and Advertising Injury: \$ 1 million

Each Occurrence: \$ 1 million

(2) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. The insurance shall cover liability arising out of County's use of autos pursuant to this agreement.

The City shall promptly report to the County any injury, property damage, accident or incident, including any injury to a City employee occurring or arising from this agreement. The City shall also promptly notify the County of any third party claim or suit filed against the City which arises from or relates to this agreement and could result in the filing of a claim or lawsuit against the City and/or the County.

Section 8. TERM. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2014, and shall remain in effect until June 30, 2019.

With the consent of the Board of Supervisors and with the consent of the Thousand Oaks City Council, this Agreement may be renewable for successive periods not to exceed five years each.

Section 9. TERMINATION. Either party may terminate this Agreement as the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.

This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be

released from all obligations which would otherwise accrue subsequent to the effective date of termination.

Section 10. PAYMENT PROVISIONS. For and in consideration of animal control services by County, the City agrees that it shall pay the full cost to the County for providing such services at rates determined by the County of Los Angeles Auditor-Controller. The City further agrees that the County may keep and retain any and all license fees provided for by said municipal animal control ordinance and collected by the County pursuant hereto as an offset against the City's obligation to pay full cost of animal control services.

In the event that the license fees and penalty assessments exceed the costs of operation, a refund check will be issued to the City by the County on or before July 30 of each year.

The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within 15 days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

If such payment is not delivered to the County office which is described on the invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

Section 11. SERVICE RATES. The City shall pay for the services provided under the term this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the County of Los Angeles Auditor Controller. The rates indicated in the attached Service Level Request form (Attachment A) shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Los Angeles County Board of Supervisors. The City shall be billed based on the service level provided within the parameters of the Service Level Request form. The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form, shall be determined by the Department of Animal Care and Control in accordance with the policies and procedures established by the Los Angeles County Board of Supervisors.

Section 12. COLLECTION REPORTS. County agrees that redemption fees which it collects on animals delivered to its animal shelters from a City shall be credited to the City every forty-five (45) days.

Section 13. INVOICES. For shelter services rendered, the County shall submit an itemized invoice to the City within 15 days after the close of each calendar month.

The invoice shall include all such shelter services performed during the preceding month.

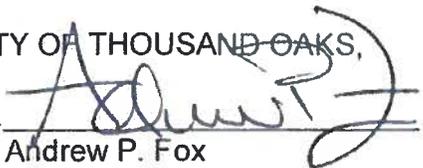
Section 14. RECORDS. The County agrees to keep separate records for the City in such form and manner as the Auditor-Controller of the County of Los Angeles shall specify. Such records shall be open for examination by the City during business hours.

Section 15. ENTIRE AGREEMENT. This Agreement, including Attachment A hereto, constitutes the complete and exclusive agreement of the parties, which supersedes all prior agreements, written and oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of Animal Care and Control or his/her designee is authorized by the County to execute supplemental agreements.

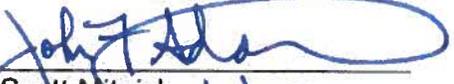
N WITNESS THEREOF, the County of Los Angeles enters into this Agreement with the City of Thousand Oaks, which, by order of its City Council, caused this Agreement to be signed by its Mayor, and City Manager, and attested by its Clerk.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director, Animal Care and Control

CITY OF THOUSAND OAKS,
By. 
Andrew P. Fox
Mayor

CITY OF THOUSAND OAKS

By 
Scott Mitnick
City Manager 11/2/14

ATTEST:

By 
Linda D. Lawrence
City Clerk

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
DIANE C. REAGAN
Principal Deputy County Counsel

APPROVED AS TO FORM:

By: 
Patrick J. Hehir
Assistant City Attorney for the City of
Thousand Oaks

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF THOUSAND OAKS

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF THOUSAND OAKS

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as County, and the CITY OF THOUSAND OAKS, hereinafter referred to as City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal care and control functions described herein by the County.
- b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.
- c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

- 2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.
- 3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.

3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.

3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. ~~Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.~~

5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2010, 2010, and shall remain in effect until June 30, 2014.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.
-
- 8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.

8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of Animal Care and Control or his/her designee is authorized by the County to execute supplemental agreements.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF THOUSAND OAKS

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By *Marcia Mayeda*
MARCIA MAYEDA
Director, Animal Care and Control

CITY OF THOUSAND OAKS

By *Candis L Hong*
City of Thousand Oaks, City Manager
Assistant

ATTEST:

By *Kinda Lawrence* *5/4/10*
City Clerk Date

By ~~*[Signature]*~~ *4/29/10*
City Attorney Date

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By *Dina C. Rey*
Principal Deputy County Counsel

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF
THOUSAND OAKS

FY 2014-15 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2014, through June 30, 2015
General and Automobile Liability and Collision and Comprehensive Insurance
policy period May 15, 2014 through May 15, 2015

Kennel Services*	
Dog and Cat per day	\$20.07
Other animals per day	\$ 9.95
Observation per day	\$24.08
Dog license processing per license	\$ 2.45
Dead animal disposal per animal	\$12.84
Field Services per hour	\$85.02
Animal License Field Enforcement per hour	\$67.34
General and Automobile Liability and Collision and Comprehensive (Policy period May 15, 2014 through May 15, 2015)	\$62,307

Part Two: Annual/Amended Service Request Approval

FR Scott Mitnick _____ Authorized Representative (Printed Name)
John F. Ad _____ Authorized Signature (Signature)
7/2/14 _____ Date

City Manager _____ (805) 449-2121
Title _____ Telephone Number

Part Three: Annual Service Level

Standard Shelter Services:

Full Service - All animals acquired in the field, within the boundaries of the City or determined to have originated within the boundaries of the City, may be impounded at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center are scheduled at the discretion of the Department. **See Part One for the associated shelter services billing rates.**
Primary animal care center*: (Agoura Hills Animal Care Center)

*The Department shall take reasonable action to shelter all animals at this location. There may be circumstances in which the Department must shelter animals at an alternate location. In general, such sheltering shall be temporary and animals shall subsequently be transferred to the primary animal care center.

Contract cities are charged for the first five days of care for animals impounded within the city's jurisdiction. If an animal leaves our care earlier for any reason, cities will be charged based upon the actual number of days (1-4). If an animal is redeemed, the redemption fees collected from owners will be credited to the city up to the maximum number of days that would otherwise be billed. The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.

Below are the kennel services maximum number of days billed and the description:

*Kennel Services Description	Maximum number of days billed
Kennel Services: Stray or relinquished animals.	5 days
Private Veterinarian: If the owner is unable to be located and the injury or condition is life threatening and the scene of the incident is not in the vicinity of a County animal care center, or if the medical staff at the animal care center are not available, the animal will be taken to the nearest private contract veterinarian. Cities will be charged for the private contracted veterinarian visit.	5 days
Observation Animals: Animal bite that causes any penetration of the skin by teeth which requires a bite report be taken and the animal quarantined. The animal will be placed in quarantine confinement and observed for ten (10) days minimum from the date of the bite at the discretion of the Department of Veterinary Public Health.	10 days
Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound and boarding fees accruing up to the time of such redemption.	10 days
Abandoned Animals: Hold at least fifteen (15) calendar days; determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 (Notice of Impoundment) at the premises for the owner if they return, and mail a registered or certified letter to the last address	15 days
Special Intake: Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog	Unlimited days

Field Services:

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10 - Animals, and all amendments, except as otherwise agreed to by the parties in this Service Level Request.

- Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff.
- Limited Standard Service Plan:
 - o Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
 - o Weekend days and holidays
 - o Emergency Services - As needed
 - o Humane Investigations and Prosecution - As needed

Regular Business hour contact information:

Department Name: _____

Telephone: _____

Address: _____

Outreach and Enforcement Services:

County will enforce the fees set forth in Los Angeles County Code Section 10.90.010 et seq. unless the City provides an alternate fee schedule approved by the City and provided to the County.

Animal License Field Enforcement

License Enforcement Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field.

- Authorized Animal License Enforcement Services
 - o County and City shall subsequently agree to the time and scope of this service.
- No Animal License Enforcement Services
 - Note: All license enforcement revenue collected will be contributed toward offsetting the cost of services

Animal Facility Licensing

Animal Facility Licensing Services - Provides for dedicated staff to perform animal facility inspection and licensing to any lot, building, structure, enclosure, or premises for any animal related business or organization which is required to be licensed. The animal facility licensing staff inspects animal related facilities annually and when otherwise necessary, to ensure the health and safety of the public and animals. Businesses are provided a letter grade based on the results of the inspection. Animal facility licenses are generally valid for one year from the date of issue. The Department will inspect animal facilities and any revenues collected will offset services.

- Animal Facility Licensing
 - Licensing and Inspection/Grading Services
- No Animal Facility Licensing

Clinic(s)

In addition to the vaccination and licensing services provided in all County Animal Care Centers, the city may request the following additional services in its jurisdiction by checking the applicable box(es):

- Request County to provide or arrange for vaccination clinic(s) in its jurisdiction;
- If a vaccination clinic(s) is/are requested by checking the box above, the City also requests County to provide personnel to license animals during the vaccination clinic.

Part Four: License Information (required if the Department manages City licensing)

Standard Licensing Services:

License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee per license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the City monthly in arrears.

- City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

Altered Dog	\$ <u>20.00</u>	Altered Cat	\$ <u>5.00</u>
Unaltered Dog	\$ <u>60.00</u>	Unaltered Cat	\$ <u>10.00</u>
Senior* Dog	\$ <u>7.50</u>	*Senior age is defined as <u>60</u> years.	
Delinquency Charge	\$ <u>Equal to Amount of License</u>		
Delinquency Charge applies after: <u>10 days</u>			
Field Enforcement Fee	\$ <u>40.00</u> (licensing initiated in the field)		

- City has adopted the following license fees:

Altered Dog	\$ <u>20.00</u>	Altered Cat	\$ <u>7.00*</u>
Unaltered Dog	\$ <u>60.00</u>	Unaltered Cat	\$ <u>7.00*</u>
Senior* Dog	\$ <u>7.50</u>	Senior* Cat	\$ <u>7.00*</u>
_____	\$ _____	_____	\$ _____
*Senior age is defined as <u>60</u> years.		*Cat licensing voluntary	
Delinquency Charge	\$ <u>30.00</u>		
Delinquency Charge applies after: <u>0</u> days.			
Field Enforcement Fee	\$ <u>40.00</u> (licensing initiated in the field)		

Current license fees adopted by the City on April 23, 2013.
 Un-spayed/Un-altered dog adopted 6/24/14

- No Animal Licensing Services

Records:

Upon reasonable notice, the Department shall make available to authorized representatives of City of Thousand Oaks, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to this Agreement. The City of Thousand Oaks shall ensure such records are handled in a manner consistent with all applicable privacy laws and all related to public records, including, but not limited to the Public Records Act (Government Code § 6250 et. seq.).

Part Six: Contact Information

Primary Contact

Name: Geoff Ware
Address: 2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
Telephone: (805) 449-2305
Alt. Telephone: (805) 449-2323
E-mail: gmware@toaks.org

Alternate Contact

Name: Brooke Fages
Address: 2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
Telephone: (805) 449-2298
Alt. Telephone: (805) 449-2323
E-mail: bfages@toaks.org

WD: FY 2014-15 Service Level Request DR